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CHAPTER 1
GENERAL REQUIREMENTS

1.00.00 INTENT

The intent of these STANDARDS AND SPECIFICATIONS is to provide MINIMUM standards to safeguard life, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use, location, and maintenance of all public improvements and private improvements of common ownership including, but not limited to, sanitary sewer systems, water supply systems, storm drainage systems, streets, open space, parking lots, and appurtenances thereto.

The intent of these STANDARDS AND SPECIFICATIONS is also to insure that the City receives public facilities which are constructed with the quality and materials such that the facility meets or exceeds the normal service life requirements for similar installations and to insure that when said facilities are transferred to the City's ownership that they will be free from all defects and in suitable working order to provide the service capabilities anticipated with such a facility.

1.01.00 TITLE

These regulations, together with all future amendments, shall be known as the City of Delta STANDARDS AND SPECIFICATIONS for the Design and Construction of Public Improvements, 1999 Edition, and may be cited as such and will be referred to herein as the STANDARDS AND SPECIFICATIONS.

1.02.00 APPLICABILITY

Any reference to City STANDARDS AND SPECIFICATIONS, construction regulations, or the like in any City ordinance, contract, policy, permit, license or regulations shall be deemed to mean these STANDARDS AND SPECIFICATIONS. These STANDARDS AND SPECIFICATIONS shall apply to construction, enlargement, alteration, moving, removal, conversion, demolition, repair, and excavation of any public improvements or private improvements of common ownership specifically regulated herein. The provision of these STANDARDS AND SPECIFICATIONS applies to City contracts, utility extension agreements, and contracts made for the development of property in the City. In the case of City capital improvement contracts, the project specifications may supersede or modify these STANDARDS AND SPECIFICATIONS. Alterations, additions or repairs to existing improvements shall comply with all requirements of these STANDARDS AND SPECIFICATIONS unless specifically exempted, in writing, by the City. The City retains the right to require additional information, criteria, or requirements as conditions may warrant. Provisions of City ordinances inconsistent with these STANDARDS AND SPECIFICATIONS shall control.

1.03.00 INTERPRETATION

In the interpretation of the provisions of these STANDARDS AND SPECIFICATIONS the following shall govern:

- (A) In its interpretation, the provisions of these STANDARDS AND SPECIFICATIONS shall be regarded as the minimum requirements for the protection of the public health, safety, comfort, convenience, prosperity, and welfare of the residents of the CITY.
- (B) Whenever a provision of these STANDARDS AND SPECIFICATIONS or any provision in any

law, ordinance, resolution, rule or regulation of any kind, contain any restrictions covering any of the same subject matter, whichever standards produce higher quality shall govern.

1.04.00 ENFORCEMENT RESPONSIBILITY

It shall be the duty of the City Manager or his representative to interpret and enforce the provisions of these STANDARDS AND SPECIFICATIONS.

1.05.00 VIOLATIONS

No person, firm, or corporation shall construct, enlarge, alter, repair, move, improve, remove, excavate, convert, or demolish any public improvements or private improvements in common ownership or permit the same to be done in violation of these STANDARDS AND SPECIFICATIONS. Whenever any work is being done contrary to the provisions of these STANDARDS AND SPECIFICATIONS, the City Manager or his designee may order the work stopped by a written notice in accordance with Section 1.26.04 of these STANDARDS AND SPECIFICATIONS.

1.06.00 VARIANCES

The provisions of these STANDARDS AND SPECIFICATIONS are not intended to prevent the use of any material or method of construction not specifically prescribed by these standards, provided any alternate has been previously approved and its use authorized in writing by the City. Whenever there are practical difficulties involved in carrying out the provisions of these procedures, the City may grant a variance for individual cases, provided that the City shall first find that a unique reason makes these standards impractical and that the modification is in conformity with the intent and purpose of these standards, and providing that such variance does not lessen any design requirements or any degree of structural or operational integrity. The City shall require that sufficient specifications, evidence, justification, and/or proof be submitted to substantiate any claims that may be made regarding the alternate material, detail, or technique. The City, in its sole discretion, will decide upon the acceptability of any proposed variance.

1.07.00 AMENDMENTS AND REVISIONS

These STANDARDS AND SPECIFICATIONS may be amended as new technology is developed and/or if experience gained in the use of these STANDARDS AND SPECIFICATIONS indicate a need for revision. The City shall have full power and authority to promulgate rules, regulations, or new standards of a technical nature, which rules, regulations, or standards shall be effective immediately upon their approval and certification by the City Manager or his designee. It is the responsibility of the Responsible Party to obtain all revisions to these STANDARDS AND SPECIFICATIONS.

1.08.00 SEVERABILITY

If any section or article of these STANDARDS OR SPECIFICATIONS is found to be unconstitutional or illegal by any court, the said section or article shall have no bearing on the effectiveness of the rest of these STANDARDS OR SPECIFICATIONS.

1.09.00 DEFINITIONS

AIR GAP shall mean the unobstructed vertical distance through the free atmosphere between the lowest opening of the potable water system feeding into a vessel and the flood level of the vessel.

BACKFLOW shall mean the undesirable reversal of the direction of flow of non-potable water in the potable water supply.

BACKFLOW PREVENTION DEVICE shall mean a device or means designed to prevent backflow or backsiphonage.

BACKPRESSURE shall mean a condition that results when the downstream pressure in a system connected to the potable water supply exceeds the upstream pressure of the potable water supply.

BACKSIPHONAGE shall mean a type of backflow created by negative pressure or sub-atmospheric pressure in the potable water supply.

CITY shall mean the City of Delta, in the State of Colorado, acting by and through the City Manager, Mayor, City Council, or other authorized representative.

CITY CODE shall mean the official adopted Municipal City Code of Delta, Colorado.

CITY REPRESENTATIVE shall mean the City Manager or his authorized representative acting on behalf of the City.

CROSS-CONNECTION shall mean a link or channel between a source of a non-potable substance and a potable water supply.

DESIGNATED PRIVATE CONSTRUCTION WORK includes: private sewer systems, water and sewer service lines to buildings, grading, drainage structures, retaining walls, parking lots, private streets and walks, fire lanes, driveways, and associated construction.

DOUBLE CHECK VALVE ASSEMBLY shall mean an assembly of two independently operating check valves between two tightly closing shut-off valves with four properly located test cocks for the testing of each check valve

EXPRESSIONS: Wherever the words “as directed”, “as required”, “as permitted”, or words of like meaning are used, it shall be understood that the direction, requirements, or permission of the City Representative is intended. Similarly, the words “approved”, “acceptable”, “satisfactory” shall refer to approval by the City Representative.

Whenever the words “STANDARDS AND SPECIFICATIONS” are used it shall be understood that reference is made to the “City of Delta”, Standards and Specifications for the Design and Construction of Public Improvements.

GRAVITY GREASE INTERCEPTOR (GGI): A plumbing appurtenance or appliance that is installed in a wastewater drainage system to separate non-petroleum fats, oils, and greases (FOG’s) and solid food particles from wastewater and is identified by outdoor (usually below grade) installation, 300-gallon minimum volume, 30-minute minimum retention time, baffles, a minimum of two compartments, and gravity separation.

GREASE TRAP: A generic term used to refer to all forms of grease separation and retention, no longer officially used in codes and standards.

HYDROMECHANICAL GREASE INTERCEPTOR (HGI): A plumbing appurtenance or appliance that is installed in a wastewater drainage system to separate non-petroleum fats, oils, and greases (FOG’s) from wastewater and is identified by indoor installation, separation and retention efficiency, and flow rate. The design incorporates air entrapment, hydromechanical separation, internal baffling

and/or barriers in combination or separately, and one of the following:

- 1) External flow control with air intake, directly connected
- 2) External flow control without air intake (vent), directly connected
- 3) Without external flow control, directly connected
- 4) Without external flow control, indirectly connected.

Certified under PDI G-101 and ASME A112.14.3

OWNER shall mean a person, company, firm, or corporation holding title to land that is being developed or modified within the City.

PUBLIC IMPROVEMENTS include: all work in the public right-of-way, City property, easements dedicated to the City, private property that will become City property or an easement to the City in the future, and projects or utilities that will become the City's responsibility to maintain.

RECORD DRAWINGS: A set of drawings prepared by a registered Professional Engineer in the State of Colorado which reflect the information of record for construction of any public improvements. Commonly referred to as "As-Builts".

REDUCED PRESSURE ZONE ASSEMBLY shall mean an assembly of two independently operating check valves with a hydraulic automatic operating differential relief valve between the two check valves and located between two tightly closing shut-off valves with four properly located test cocks.

RESPONSIBLE PARTY: These "STANDARDS AND SPECIFICATIONS" are for the Design and Construction of Public Improvements. Therefore the Responsible Party shall be anyone liable for the design and/or construction of public improvements projects related to these Standards and Specifications and may include but not be limited to the Contractor, Developer, Permittee, Builder, Engineer, Consultant, and Owner.

SUBCONTRACTOR: Any person, company, firm, or corporation performing work within the City limits which has a direct or indirect contract with the Responsible Party or other subcontractors and furnishes and/or performs on-site labor, and/or furnishes materials in connection with the performance of the work.

SURETY shall mean the entity that is bound with and for the Responsible Party for the performance of the work as described in these specifications. (Bonded)

TESTING AGENCY: Any individual, partnership, or corporation which is qualified and licensed to perform the required sampling, analysis, testing, and professional recommendation service.

VACUUM BREAKER shall mean a device designed to prevent backsiphonage.

1.10.00

ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials
AASHTO	"Green" A Policy on Geometric Design of Highways and Streets, 1990. American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADA	American Disabilities Act
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
APWA	American Public Works Association
ASA	American Standards Association

ASTM	American Society for Testing and Materials
ATSSA	American Traffic Safety Services Association
AWWA	American Water Works Association
CDOT	Colorado Department of Transportation
CDPHE	Colorado Department of Public Health & Environment
CMP	Corrugated Metal Pipe
CMPA	Corrugated Metal Pipe Arch
CPSC	Consumer Product Safety Commission
CUHP	Colorado Urban Hydrograph Procedure
CWCB	Colorado Water Conservation Board
DIP	Ductile Iron Pipe
FEMA	Federal Emergency Management Agency
Fc	Footcandles
FHWA	Federal Highway Administration
FIRM	Flood Insurance Rate Map
HERCP	Horizontal Elliptical Reinforced Concrete Pipe
HDPE	High Density Poly-Ethylene
HPPS	Handbook for Public Playground Safety
IAAF	International Amateur Athletic Federation
IMSA	International Municipal Signal Association
ITE	Institute of Transportation Engineers
MUTCD	Manual on Uniform Traffic Control Devices
NCAA	National Collegiate Athletic Association
NFIP	National Flood Insurance Program
NPDES	National Pollution Discharge Elimination System
OSHA	Occupational Safety and Health Association
PUD	Planned Unit Development
PVC	Polyvinyl Chloride
RCBC	Reinforced Concrete Box Culvert
RCP	Reinforced Concrete Pipe
ROW	Rights-of-Way
SCS	Soil Conservation Service
SPP	Structural Plate Pipe
SPPA	Structural Plate Pipe Arch
SWMM	Stormwater Management Manual
UNCC	Utility Notification Center of Colorado
USC FCCCHR	University of Southern California Foundation for Cross-Connection Control and Hydraulic Research
USGS	United States Geological Survey

1.20.00 GENERAL CONDITIONS

1.21.00 RESPONSIBILITY FOR DESIGN AND CONSTRUCTION

The City shall have full authority to review and approve all submittals and construction for compliance with these STANDARDS AND SPECIFICATIONS. An approval or acceptance by the City does not relieve the Responsible Party from responsibility for ensuring that the calculations, plans, specifications, construction, and record drawings are in compliance with these STANDARDS AND SPECIFICATIONS. Any approval or acceptance by the City shall not result in any liability to the City or its employees for any claim, suit, loss, damage, or injury resulting from the use or implementation of the approved documents.

1.22.00 WORK CONDITIONS

1.22.01 Site Conditions

The Responsible Party shall maintain the condition of the work site such that public safety and welfare is protected. This shall include but not be limited to providing proper sanitary facilities for the duration of the construction of any public improvement project. The Responsible Party shall also take care in “tracking” debris onto any public street and will be responsible for the cleaning of such debris that is “tracked”. Responsible party shall also provide a designated pedestrian route that is ADA compliant, if appropriate, to help pedestrians safely pass through the work zone. If the City representative sees any unsafe work condition at any time, they shall cause a stop work order to be issued in conformance to Section 1.26.04.

1.22.02 Emergency Work

When, in the opinion of the City, the Responsible Party has not taken sufficient precautions for the safety of the public or the protection of the work to be constructed, or if adjacent structures or property which may be damaged by processes of construction on account of such neglect, and an emergency arises and immediate action is considered necessary in order to protect private or public interests, the City, WITH OR WITHOUT NOTICE to the Responsible Party, may provide suitable protection by causing such work to be done and material to be furnished and placed as the City may consider necessary and adequate. The cost and expense of such work and material so furnished will be borne by the Responsible Party and will be paid within 30 days of presentation of the bills. The City may also draw from the developer's surety to cover any non-payment, including accrued interest and applicable overhead costs. The performance or non-performance of such emergency work under the direction of the City will in no way relieve the Responsible Party of responsibility for damages which may occur during or after such precaution has been taken.

1.22.03 Final Clean-Up

Upon completion of the work and prior to any inspection by the City, the Responsible Party shall remove from the project area all surplus and discarded material, rubbish, and temporary structures and leave the project area in a neat and presentable condition. The Responsible Party shall restore all work that has been damaged by his operations to general conformity with the specifications for the item(s) involved. The Responsible Party shall inspect the interior of all manholes and catch basins within the construction limits for construction materials, dirt, stones, or other debris and remove same prior to any inspection by the City.

1.23.01 Authority of City

The City will have the authority to stop work whenever such stoppage may be deemed necessary. The City will resolve all questions that arise as to the quality and acceptability of materials furnished, work performed, interpretation of the plans and specifications, and acceptable fulfillment of the requirements of these STANDARDS AND SPECIFICATIONS. The City representative shall resolve all questions that may arise relative to the performance of the work with respect to these STANDARDS AND SPECIFICATIONS.

City inspectors are authorized to inspect all work and all material furnished. Inspections may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. The inspector is not authorized to revoke, alter, or waive any requirements of these STANDARDS AND SPECIFICATIONS. They are authorized to call the attention of the Responsible Party to any failure of the work or materials to conform to these STANDARDS AND SPECIFICATIONS. The Inspector will have the authority to reject materials until the City resolves any and all questions at issue.

The Inspector will, in no case, act as foreman or perform other duties for the Responsible Party nor interfere with the management of the work performed by the Responsible Party. Any "advice" or "opinion" which the inspector may give the Responsible Party will not be construed as binding upon the City representative or the City in any way or release the Responsible Party from fulfilling all of the terms of these STANDARDS AND SPECIFICATIONS. The presence or absence of the inspector will not relieve, in any degree, the responsibility or the obligation of the Responsible Party.

The City and its inspector will, at all times, have reasonable and safe access to the work whenever it is in preparation or progress and the Responsible Party will provide proper facilities for such access and inspection.

1.23.02 Responsibilities of the Responsible Party

In case of suspension of work for any cause whatsoever, the Responsible Party, before leaving the job site, will take such precautions as may be necessary to prevent damage to the project, provide for public safety, normal drainage, and erect any necessary barricades, signs, or other facilities at his expense as directed by the City and required by these STANDARDS AND SPECIFICATIONS. The Responsible Party is responsible for ensuring that all construction and construction activities and materials are in compliance with these STANDARDS AND SPECIFICATIONS. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures. The Responsible Party shall be responsible for the acts and omissions of his employees, subcontractors, and their agents and employees. The Responsible Party shall be solely responsible for locating all existing underground installations, including service connections, in advance of excavating. City maps and databases are intended to be used for general information only, and the location of any utilities or property lines as found on the maps or databases shall be verified in the field. The Responsible Party is responsible for all testing and quality control, including providing equipment necessary to perform any necessary tests, of material and workmanship unless specified elsewhere. City may cause such testing to be completed at the expense of the responsible party if deemed necessary. If quality control testing indicates unacceptable work, Section 1.24.03 will govern.

1.23.03 Unauthorized and/or Unacceptable Work

Work which does not conform to the plans and these STANDARDS AND SPECIFICATIONS and which result in an inferior or unsatisfactory product will be considered unacceptable work. Unacceptable work, whether the result of poor workmanship, poor design, use of defective materials, damage through carelessness, or any other cause which is found to exist prior to the final acceptance of the work will be immediately removed and acceptably replaced or otherwise satisfactorily corrected by and at the expense of the Responsible Party. This expense includes total and complete restoration of any disturbed land or surface to original or better than the original condition that existed before the repairs or replacement.

1.23.04 Samples and Tests

To ascertain that materials and procedures comply with contract requirements, testing will be taken at the source or at the job destination at the discretion of the City and as often as the City deems it advisable or necessary. Taking of samples will be in accordance with standard practices except where methods and procedures for sampling materials are otherwise set forth in these STANDARDS AND SPECIFICATIONS.

The Responsible Party will furnish, without charge, any and all reports, summaries, field notes, etc. collected and compiled after tests are conducted. The Responsible Party may be required to furnish, when requested by the City, a written statement giving the origin, composition, and process of manufacture of a material.

Whenever any of the provisions of these STANDARDS AND SPECIFICATIONS or evidence that any material or construction does not conform to the requirements herein, the City may require that the Responsible Party have tests performed, at his expense, which will be used as proof of compliance. Test methods will be as referenced by these STANDARDS AND SPECIFICATIONS. If there are no recognized and accepted test methods for the proposed alternate, the City will determine the test procedures. All tests will be made by an agency approved by the City. The City will retain reports of such tests.

1.23.05 Storage of Materials

Materials will be stored so as to ensure the preservation of their quality and suitability for the work. Stored materials, even though approved prior to storage, will be subject to inspection prior to their use in the work and will meet all requirements of these STANDARDS AND SPECIFICATIONS at the time they are used. Stored materials will be located so as to facilitate inspection. With the prior written approval of the City, portions of the right-of-way not required for public travel may be used for storage purposes and for the placing of the Responsible Party's plants and equipment, but any additional space required will be provided by the Responsible Party at his expense. All Federal, State, and Local requirements pertaining to storage and handling of materials must be followed.

1.23.06 Defective Materials

Materials not in conformance with requirements of these STANDARDS AND SPECIFICATIONS will be considered defective and will be rejected. Rejected materials will be removed from the work site at the Responsible Party's expense, unless otherwise permitted by the City.

1.24.01 Public Convenience and Safety

Unless otherwise specified, the Responsible Party will give notice, in writing, to the proper authorities in charge of streets; gas and water pipes; electric service, cable television, and other conduits; railroads; poles; manholes; catch basins; and all other property that may be affected by the Responsible Party's operations at least two (2) business days after approval of permit prior to any construction. The Responsible Party will not hinder or interfere with any person in the protection of such property or with the operation of utilities at any time. The Responsible Party must obtain all necessary information in regard to existing utilities, protect such utilities from injury, and avoid unnecessary exposure so that they will not cause injury to the public.

The Responsible Party will obtain all necessary information in regard to the planned installation of new utilities and cables, conduits and transformers, make proper provision and give proper notification so that new utilities and appurtenances can be installed at the proper time and location without delay to the Responsible Party, nor cause unnecessary inconvenience to the owner or the public. New underground utilities and appurtenances will not be covered with pavement prior to the City's inspection and approval of such facilities. When the work involves excavation adjacent to any building or wall along the work, the Responsible Party will give property owners due and sufficient notice thereof, in writing with a copy to the City.

1.24.02 Protection of Property and Monuments

The Responsible Party will use every reasonable precaution to prevent the damage or destruction of public or private property such as, but not limited to, poles, trees, shrubbery, crops, fences, monuments and all overhead structures such as, but not limited to, wires or cables which are either within or outside of the right-of-way. The Responsible Party will protect and support all water, gas, sanitary sewer, storm sewer or electrical pipes, and conduits and all railway tracks, buildings, walls, fences, or other properties that are liable to be damaged during the execution of his work. The Responsible Party will take all reasonable and proper precautions to protect persons, animals and vehicles from injury or damage and, wherever necessary, or as directed by the City, will erect and maintain a fence or railing around any excavation and place a sufficient number of amber lights about the work and keep them operational from twilight until sunrise. The Responsible Party will employ one or more watchmen as an additional security wherever they are needed or required by the City. The Responsible Party will not prevent the flow of water in the gutters of the street and will use proper means to permit the flow of surface water along the gutters while the work is progressing.

The Responsible Party will protect and carefully preserve all land boundary and City survey control monuments until the owner's authorized registered land surveyor has referenced their location for replacement. All monuments disturbed or removed by the Responsible Party through negligence or carelessness on his part or on the part of his employees or subcontractors will be replaced by a land surveyor registered in the State of Colorado, at the Responsible Party's expense. The Responsible Party will be responsible for the repair of any damage or destruction of property resulting from neglect, misconduct, or omission in his manner or method of execution or non-execution of the work or caused by defective work or the use of unsatisfactory materials. The Responsible Party will restore such property to a condition equal to or better than that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed by the City, or they will otherwise make good such damage or destruction in a manner acceptable to the City. The Responsible Party will be responsible for the repair of underground pipes, wires or conduits damaged by them or their subcontractors.

1.24.03 Installation of Survey Monuments

Permanent survey monuments, range points, and lot pins, other than those required hereby for marking the centerlines of streets, shall be set in the manner specified by the most current revision of Colorado Revised Statutes, 38-51-104 and 38-51-105. Permanent survey monuments shall also be installed at all street centerline intersections and at all points of change in the direction of street centerlines (either angle or curvature), which, in the opinion of the City are significant enough to warrant monumentation for the sake of proper location of improvements. Only those survey monuments marking street centerlines must be installed in the manner specified by the drawing in the Appendix of Chapter 6 of the City of Delta's Standards and Specifications. Such monuments shall be set to the City of Delta Geographic Information System coordinate system.

1.24.04 Explosives

When blasting is permitted and approved in writing by the City, the Responsible Party will use the utmost care to protect life and property. Signals warning persons of danger will be given before any blast. Excessive blasting or overshooting will not be permitted. The City will have authority to order any method of blasting discontinued that leads to overshooting, is dangerous to the public, or destructive to property, environment or natural features.

Before any blasting is to be performed by the Responsible Party, a certificate of insurance indicating special blasting coverage in the following minimum amounts will be filed with the City:

Property damage, each accident	\$1,000,000
Public liability, bodily injury	\$1,000,000
single limit or equivalent, each accident	

The City reserves the right to require additional insurance coverage if the circumstances warrant.

The City has the right to require detailed inspections by an independent consultant or by City inspectors on any structures or properties located in the vicinity of the blasting, both before and after the blasting activity. The cost for such inspections shall be the responsibility of the Responsible Party.

1.24.05 Protection of Streams, Lakes, and Reservoirs

The Responsible Party will take all necessary precautions to prevent pollution of streams, lakes, and reservoirs by sediment, fuels, oils, bitumens, calcium chloride, fertilizers, insecticides, or other harmful materials. They will conduct and schedule their operations to avoid or minimize siltation of streams, lakes, and reservoirs. A plan for erosion protection shall be submitted to the City, approved by the City, and all required erosion control measures in place before starting work. All work must conform to all applicable local, state, and federal regulations.

1.25.00 WORK IN PUBLIC RIGHT-OF-WAY

1.25.01 Relocation of Facilities

The City may order the owner of facilities located in its rights of way, whether subject to a permit or not, to relocate its facilities, in order to allow the City to make any public use of streets or rights-of-way, or if required because of changing the grade, improving, repairing, constructing, or maintaining any street or rights-of-way, because of traffic conditions, public safety, installation of public improvements, or any general program for the undergrounding of such facilities, or other reasons deemed to require relocation in the City's sole discretion. The City shall notify the owner of the facilities a reasonable time in advance, except in the case of emergency. The permittee shall thereupon, at its sole cost and expense, accomplish the necessary relocation, removal or change within a reasonable time from the date of the notification but in no event later than three working days prior to the date the City has specified, immediately in the case of emergencies. Upon the permittee's failure to accomplish such work, the City may cause such work to be completed at the permittee's expense and the permittee shall reimburse the City within 30 days after receipt of a written invoice. Following relocation, all affected property shall be restored to the condition which existed prior to construction by the permittee at the permittee's expense. A new permit, or amended permit, shall be issued by the City for the relocated facility.

In the event the affected utility is an existing overhead electric and communication facility, the facility or facilities may be converted to underground locations in the following manner:

- (A) Pursuant to the procedures of CRS 29-8-101 et seq.
- (B) When ordered by the City where the City is willing to pay and assume the costs of conversion for the applicable utility.
- (C) When ordered by the City in connection with incidental and episodic conversions associated with public improvements, such as street widening or sewer construction, at the cost of the public utility or cable operator.

The provisions of this section shall be applicable and supersede any inconsistent requirements in any existing permit as an exercise of the City's police powers.

1.25.02 Permit Required – Right-of-Way and Revocable Encroachment and Utility Connect Permit (Excavation Permit)

It shall be unlawful for any person or entity to perform work within public right-of-way of the City of Delta without first obtaining written permission from the City of Delta in the form of an excavation permit. If the work to be performed involves a City of Delta utility in a State of Colorado Highway right-of-way, both an excavation permit from the City and the appropriate permit from the Colorado Department of Transportation shall be required. A separate written application for that work done under an excavation permit shall be submitted to the City on a form provided by the City for each job. The application shall be submitted at least 48 hours prior to the planned start of work to allow for review and approval by the City. The Responsible Party may be required to increase this time up to 10 days when the work consists of more than a single spot excavation.

The City may require submission of plans and specifications. No work shall commence until the City has approved the plans and specifications and/or permit application, except in emergency conditions. A permit application shall be required for emergency conditions within 72 hours after the performance of the work and all conditions of an excavation permit shall apply. An application form (when approved) shall constitute a valid "excavation permit." Incomplete permit applications will not be reviewed or processed by the City.

1.25.03 Issuance of Permits

The City may grant permits to work in, construct, or excavate within the public way or to close traffic lanes or work in connection with a City utility system to any Responsible Party filing an application as herein provided, which application shall pertain to work which shall comply with the requirements of this chapter. All permits shall be issued according to the provisions of Chapter 15.30 of the City of Delta Municipal Code.

1.25.04 Liability for Damage & Utility Locates

Any person or entity who shall undertake work pursuant to a permit issued under the provisions of this chapter, or to perform work under contracts with the City, or to perform work under the terms of a Utility Extension Agreement, or by virtue of permission obtained from the Council in accordance with the provisions adopted by the said Council, shall be liable for any damage or injury to persons, animals, or property as a result of any circumstances of such work. Prior to any excavation within the public right-of-way, the Responsible Party shall contact the Utility Notification Center of Colorado.

1.25.05 Suspension or Revocation of Permits -- Stop Work Order

- (A) Any permit may be revoked or suspended by the City and a stop work order may be issued after notice to the Responsible Party for:
 - 1. Violations of any condition of the Utility Extension Agreement, or of the approved construction drawings or specifications; or
 - 2. Violation of any provision of these STANDARDS AND SPECIFICATIONS; or
 - 3. Violation of any other ordinance of the City, state law, or federal law pertaining to the work; or
 - 4. Existence of any condition or the occurrence of any act which may constitute or cause a condition endangering health, life, or safety, or serious damage to property.
- (B) A suspension or revocation by the City and stop work orders shall take effect immediately upon notice to the person performing the work in the field and shall remain in effect until such time as the City cancels the order in writing. A failure to abide by the terms of the suspension or revocation will be considered a violation of City ordinance.
- (C) Upon receipt of a stop work order, the Responsible Party shall be responsible for taking such precautions as may be necessary to prevent damage to the project, prevent inconvenience or hazardous conditions for the general public, provide for normal drainage, and to erect any necessary barricades, signs, or other facilities which may be necessary or directed by the City.

1.25.06 Application Form

Application for a permit to work in the public way shall be made on a form provided by the City

and shall recite specifically and illustrate by sketch or plan the exact location, depth, extent, nature, and purpose of the excavation desired to be made, the purpose for which the privilege is requested, and the duration of the time required for the work.

Applicants shall pay a fee to the City before issuance of such permit. The amount of that fee shall be established by the City and displayed on the permit. Applicants shall also post a Performance or Contract Bond, clean irrevocable Letter of Credit, or Cash Bond in the amount as specified on the permit form. The responsible party warrants to the City that all materials and equipment incorporated in the work will be new unless otherwise specified, and that all work be of good quality, free from faults and defects and in conformance with these Standards and Specifications. All work not conforming to these standards shall be considered defective. No permit issued under the provisions hereof shall be for more than one excavation project for which a definite time limit shall be established by the City.

1.25.07 Exhibition of Permit

Such permit shall be kept at the site of the excavation while the work is in progress and shall be exhibited upon request to any police officer or other authorized representative of the City. Failure to comply with this provision shall be grounds for a revocation of the permit and the issuance of a stop work order.

1.25.08 Correction Period

All public improvements shall be subject to a correction period of at least one (1) year after the date of the acceptance from the City Representative. The Responsible Party shall be responsible for the maintenance of all public improvements during the correction period. The City Representative will notify the Responsible Party of any maintenance that may be necessary during this time. Routine maintenance normally performed by the Responsible Party includes, but shall not be limited to, the cleaning of streets, patching of potholes, and removal of blockages from water, storm and sanitary sewer facilities. The cost of any routine maintenance not performed by the Responsible Party that must be performed by the City will be billed to the Responsible Party at cost plus fifteen percent (15%).

In the event of a water main break, sanitary sewer main blockage, street or bridge failure, or other emergency that may occur during the correction period, it may become necessary for the City to undertake immediate repairs to the facilities and/or make the area safe to residents, pedestrians, or motorists. The City will attempt to contact the Responsible Party in the event of such emergency. However, if the Responsible Party or his representative cannot be contacted quickly or if the Responsible Party is unable to take immediate action to relieve the urgent situation, the City may proceed with such action as deemed necessary by the City Representative, and the Responsible Party will be billed for all costs of these actions at cost plus fifteen percent (15%).

1.25.09 End of Correction Period

At approximately nine (9) months into the correction period, the Responsible Party will schedule an inspection of the public improvements within the development to be performed by the City Representative. The Responsible Party or his representative will be invited to accompany the City's representative on all such inspections. The condition of the public improvements will be inspected for conformance with the approved plans, the Public Improvements Agreement, these STANDARDS AND SPECIFICATIONS, and any other City Codes. If due to excessive dirt or snow on streets, poor weather conditions, inaccessibility, or other reasons the inspection cannot be performed, the Responsible Party will be notified of the

need to postpone these activities until the cause of the delay can be rectified. Deficiencies noted during the correction inspection will be compiled in a corrections list to be mailed to the Responsible Party.

Correction list items should be corrected within 2 months of the date of the correction list, and all corrections must be completed no later than ten (10) working days prior to the scheduled end of the correction period. If all of the noted deficiencies are not corrected within this time, the public improvements may be reinspected, a revised correction list may be issued, and the end of the correction period may be adjusted at the discretion of the City Representative to allow ample time for the completion of the corrections. The end of the correction period will not be acknowledged until all noted deficiencies are corrected within the proper time frame. The appropriate City Representative shall be notified before any corrective work commences and immediately upon the completion of the repairs.

Upon completion of the correction of all deficiencies noted in the correction list, the City Representative will issue a written acknowledgment of the end of the correction period for the public improvements

1.25.10 Performance

(A) Inspection.

There shall be continuous inspections for each permit. The first shall occur upon notification by the Responsible Party that the work is ready for inspection and the second inspection as indicated in section 1.26.09 above.

(B) Barricading and Traffic Control.

1. All work within a traveled public roadway area shall be protected at all times by safety devices as prescribed by the MUTCD and in such manner as to minimize the disruption of the flow of traffic in the vicinity of the work. Normally, only one side of a street may be closed at any given time. Traffic must be provided a minimum lane width of 10 feet in the construction area. 24 hours before the start of construction, the Responsible Party shall notify emergency services and any other critically affected vehicular or pedestrian traffic or service.
2. All work within the roadway shall take place between 8:30 a.m. and 3:30 p.m. unless otherwise stipulated on the excavation permit.
3. Unless prior approval is given by the City Representative, street excavations must be backfilled prior to leaving the site at the end of the workday, even if the work has not been completed.
4. No person shall dig or cause to be dug any hole, drain, ditch, or any other excavation in any street, alley, sidewalk, or other public place within the City without providing, during the nighttime, sufficient amber lights to be placed with a suitable barricade or temporary fence around such hole, drain, or other excavation in order to prevent persons, animals, and vehicles from sustaining injury. During the daytime the barricades shall be maintained but warning lights are not required. All barricades and lights shall be left in place until a permanent patch or temporary cold-mix patch can be made to the excavation.

(C) **Removal of Safety Devices or Barricades.**

No person shall damage, displace, remove, or interfere with any barricade warning light or any other safety device which is lawfully placed around or about any street, alley, sidewalk, or other excavations or construction work in the City.

1.30.00

CONSTRUCTION DRAWING SUBMITTAL REQUIREMENTS

Construction drawings shall contain the information and be in the format outlined in the separate documents titled "Checklist for Preliminary Plat Requirements" and "Drawing Standards Checklist" as provided in the Appendix of this chapter.